

58/1388

CONTRACT TRANSMITTAL DATA



To: GENERAL OFFICE MARKETING DEPARTMENT

Residential ☐Commercial ☒Industrial ☐Customer Name:& (DBA) GAW MinersExecuted By: Joe MordicaTitle: Chief Technical OfficerAcct. No.: 14077-50039Mailing Address: 34 E Dudley Town Rd. Bloomfield CT. 06002Contract Data: Date Customer Signed: 9/24/14 Est. Service Date: 10/15/14 Rate: GS-LVT_8Voltage: 120/208KW: 3000

No. of Contract Form and Rider: _____

Contract Obtained by: Jeff Beatty

Revenue Code: _____

Mo. Rental \$ _____

Pri Discount: ☐ YES☒ NO

Minimum Billing if Dif. Rate \$ _____

Temp. Connection Charge \$ _____

Customer is Existing ☐New ☐S.I.C. 561499Marketing Approval: David BucknerReason Contract Obtained: Obligate customer due to ordering of padmount transformer not normally stocked and large demand

Above Contract Supersedes Existing Contract (When): _____

Existing Customer Name: _____

Effective Date: _____

KW: _____

Approved By: David BucknerDate: Sept. 29, 2014Contract Log In: Chris BawdetteDate: Sept 29, 2014Effective Date of Contract: 9/29/14Contract Returned To: Jeff Beatty

(Date)

9/29/14

Contract File in Suspense: _____

Contract Cancelled: _____

(Date)

Contract Destroyed: _____

(Date)

Parent Company's Name & Address (if known): _____

Contact in Parent Company: _____

Title: _____

Remarks or Additional Information: _____

Give Detailed Description of Type of Business: _____

EXHIBIT "A"

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this 29th day of September, 2014, ("Effective Date") between Mississippi Power Company ("Company") and GAW Miners ("Customer").

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Mississippi state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Mississippi Public Service Commission govern this service and are incorporated herein by reference. They are subject to change as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

3. Term. The term of this Contract shall be One Year (1) year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

- a. Premises location: 117 Central Industrial Row Purvis Ms.
- b. Frequency: Approximately sixty (60) hertz
- c. Voltage and Phase: 208 wye/120 Volt, three phase, four-wire
- d. Delivery Point: Electrical connections at the secondary terminals of the 120/208 volt padmounted transformer located at the northwest side of the building
- e. Rate Schedule(s): GS-LVT-8
- f. Service level: ☐ transmission ☐ primary ☒ secondary
- g. Rate Rider(s): n/a
- h. Commencement of electric service not later than: 10/15/14
- i. Contract Capacity: 3000kw
- j. Minimum billing demand: See applicable rate schedule

5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver. The parties agree that this Contract does not preclude Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.


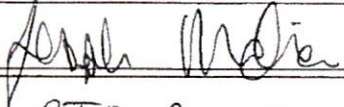
11. Additional Provisions. Additional provisions relating to specific rates and rate riders may be set forth in addenda to this Contract. Such addenda, when executed by the parties and attached hereto, shall become part of this Contract and be incorporated as if set forth fully herein. The terms of any such addenda shall be controlling over any conflicting terms set forth herein.

12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to any premises identified in one or more Premises Exhibits attached hereto. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Mississippi.

13. Load Build Up. Load build up to full contract capacity not to exceed three months from the effective date of this contract.

14. Attachment to Contract. Attachments to this contract and made a part of it by reference are the following:
Attachment 1-Southern Company Harmonics Policy
Attachment 2-Rules Governing Electric Service
Attachment 3-GS-LVT-8 Rate Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

GAW Miners	MISSISSIPPI POWER COMPANY
Joe Mordica Print or Type Name	By: 
By: 	Title: Marketing & Sales Director
Title: CTO Chief Technical Officer	

GENERAL SERVICE ELECTRIC SERVICE - LOW VOLTAGE THREE PHASE RATE SCHEDULE "GS-LVT-8"



Mississippi Public Service Commission Schedule No. 3.2

PAGE	EFFECTIVE DATE	DATE OF VERSION SUPERSEDED
1 of 3	December 17, 2013	March 19, 2013

APPLICABILITY

This rate schedule applies to entire electric service used by one customer in a single establishment on one premises for lighting and power purposes where type service required is three-phase service rated at less than 600 volts.

This rate schedule does not apply to electric service of any customer whose service qualifies for application of Company's Residential Rate Schedule. All service under this rate schedule shall be received at one voltage from a single delivery point, shall be measured by one meter, is for exclusive use of customer and shall not be resold or shared with others.

AVAILABILITY AND KIND OF SERVICE

Service under this rate schedule is available on uniform basis throughout service territory of Company. The kind of service under this schedule shall be three phase at standard nominal service voltages available from Company's distribution system serving the area. Service at any other voltage shall be made available only at option of Company.

MONTHLY RATE FOR SERVICE

	<u>PEP¹</u>	<u>KRF¹</u>	<u>Total</u>
Base charge per day	\$1.04	----	\$1.04
Charge per kW billing requirement	\$1.35	\$1.40	\$2.75
<u>For all kWh not greater than 200 hours times the kW billing requirement:</u>			
Charge per kWh for first 19,500 kWh	6.130 ¢	1.930 ¢	8.060 ¢
Charge per kWh for kWh over 19,500 kWh	4.190 ¢	1.716 ¢	5.906 ¢
<u>For all kWh in excess of 200 hours and not greater than 400 hours times the kW billing requirement:</u>			
Charge Per kWh for all kWh	1.892 ¢	1.155 ¢	3.047 ¢
<u>For all kWh in excess of 400 hours times the kW billing requirement:</u>			
Charge per kWh for all kWh	0.627 ¢	1.172 ¢	1.799 ¢

¹ Performance Evaluation Plan (PEP) charges and Kemper Rate Factors (KRF) as per Company's most recently approved rate filings.

**GENERAL SERVICE ELECTRIC
SERVICE - LOW VOLTAGE
THREE PHASE
RATE SCHEDULE "GS-LVT-8"**



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DETERMINATION OF CUSTOMER'S MONTHLY KW BILLING REQUIREMENT

Customer's kW billing requirement each month shall be average kW required from Company during fifteen minute period of greatest use in month, as measured by suitable meter, and rounded to nearest full kW, but not less than five (5) kW. The Company may, at its option, install a kVA or other appropriate meter and base the kW requirement on 95% of the kVA requirement so metered.

MINIMUM MONTHLY BILL

In consideration of readiness of Company to furnish service under this rate schedule, no monthly bill will be rendered for less than the base charge; plus the charge per kW billing requirement shown above multiplied by the kW requirement. The kW requirement used in this calculation shall be the greater of: (a) The customer's kW billing requirement established during current month, or (b) kW contracted for by customer.

FUEL COST RECOVERY CLAUSE

To total of above charges for electric service under this rate schedule, there shall be added an amount determined in accordance with provisions of Company's Fuel Cost Recovery Clause Schedule on file with and approved by the Mississippi Public Service Commission.

MISCELLANEOUS RATE ADJUSTMENTS

To the total of all of the above charges for electric service under this rate schedule, there shall be added or subtracted any amounts determined in accordance with clauses or plans filed and in effect with the Mississippi Public Service Commission.

TAX CLAUSE

To total of all of above charges for electric service under this rate schedule, there shall be added applicable existing Mississippi state and municipal sales taxes, and any new or additional tax, or taxes, or increases in rates of existing taxes, imposed after effective date of this rate schedule by any governmental authority upon service rendered by Company hereunder.

ORDER OF BILLING

Charges are applied in the sequence they appear in rate schedule: Monthly Rate for Service, Minimum Monthly Bill, Fuel Cost Recovery Clause, Miscellaneous Rate Adjustments and Tax Clause.

**GENERAL SERVICE ELECTRIC
SERVICE - LOW VOLTAGE
THREE PHASE
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**HURRICANE KATRINA
SECURITIZATION BOND DEBT RECOVERY**

Pursuant to MPSC Order dated May 22, 2007 in Docket No. 06-UA-0352, a System Restoration Charge (Monthly Charge) shall be added to the total of the above charges for electric service under this rate schedule. The Monthly Charge is for the collection of the principal and interest associated with the State bonds issued under the provisions of the Hurricane Katrina Electric Utility Customer Relief and Electric Utility System Restoration Act and will be remitted by the Company to the State by the 20th of each month. The Monthly Charge will continue to be applicable even if a customer elects to purchase electricity from an alternative supplier following a fundamental change in regulation of public utilities in Mississippi. Application of the Monthly Charge will cease upon complete retirement of the related System Restoration Bonds.

PAYMENT

Bills rendered under this rate schedule are payable on receipt.

DEPOSIT

A cash deposit equal to twice estimated maximum monthly bill may be required of customer before service is connected to guarantee payment of all bills.

TERM OF CONTRACT

When this rate schedule is included as a part of an electric service contract, term will be as stated in contract and thereafter until terminated by three (3) months' written notice by either party to other.

Service under this rate schedule is subject to service rules of Company.